

LEASON ELLIS

July 12, 2018

**VIA ECF & FACSIMILE (212-805-7942)**

Hon. Alvin K. Hellerstein, U.S.D.J.  
U.S. District Court, Southern District of New York  
United States Courthouse  
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New York, NY 10007

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RE: *Hop Hop Productions, Inc. v. Kneupper, et al.*,  
Civil Action No. 18-cv-4670-AKH (S.D.N.Y.)

Dear Judge Hellerstein:

Our firm represents Defendants Tara Crescent and Jennifer Watson in the above-captioned matter. We were surprised by Plaintiffs' sudden filing today (Dkt. 38) and the purported attempt therein to unilaterally withdraw from a settlement reached on June 22, 2018 prior to finalizing same. The original settlement reached contained five essential terms outlined in an email exchange. Plaintiffs expressly accepted these terms and authorized Defendants to advise the Court of the settlement in principle reached rather than have Defendants file counterclaims and a motion to dismiss. The next day (and for an unknown number of days thereafter), Plaintiffs breached one of the terms before Plaintiffs' counsel (Mr. Chris Cardillo) left the country for a one-week vacation. Upon Mr. Cardillo's return, Defendants sought to resolve the breach as well as finalize settlement. Plaintiffs have further resisted all reasonable efforts to finalize settlement and provide relief against further breaches. Defendants respectfully request judicial intervention to, among other things, enforce the terms of settlement.

Defense counsel has been unable to meaningfully meet and confer with Mr. Cardillo regarding this requested relief because, despite initiating today's filings, Mr. Cardillo claims via email to be "upstate with limited phone coverage." He has further indicated that he is "happy to continue to settle along the original terms" in the same email, however, such an offer is disingenuous as it does not take into account that Defendants have been fully compliant with the settlement terms since June 22, 2018, while Plaintiffs have been actively non-compliant and *such breaches continue to cause Defendants' harm*. Further, in order to finalize settlement, Mr. Cardillo continues to demand new terms that would either deprive Defendants of the bargained-for terms originally reached or allow for Plaintiffs' breach to go unaddressed. In sum, Plaintiffs seek to use their breach of one settlement term to avoid compliance with all of them.

Accordingly, Defendants respectfully request that the Court withhold entry of the dismissal order pending finalization of settlement in this matter.

Respectfully submitted,



Cameron Reuber

cc: All Counsel of Record (via email)